



UNIVERSITY OF CALIFORNIA

Amendment to Agreement

This Amendment #1 to Agreement # 2019.001568 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

1. **Purchasing Agreement – Section 1 – Statement of Work** is hereby amended as follows:

A second paragraph is added to this section that reads as follows:

Lerch Bates National Account Staff shall endeavor to work closely with University of California (UC) Systemwide Procurement Staff to strongly encourage the use of this elevator maintenance, modernization, audit, and consulting services agreement by all UC purchasers throughout the UC campus system. Lerch Bates shall provide regular itemized periodic reporting to UC Systemwide Procurement staff on UC campus agreement utilization (at least 2x a year) and work to ensure that this agreement is utilized to the greatest extent possible by all current and future UC purchasers.

2. **Section 2, sub-section (a) Term of the SOW** is hereby amended as follows:

This renewal term of this agreement will begin on October 1, 2024 ("Effective Date") and continue through September 30, 2029.

3. **Attachment B: Pricing** is hereby amended as follows:

Attached please reference the New 2024-29 UC-Lerch Bates Contract Pricing, which takes effect on October 1, 2024

4. **Attachment C: New Statement of Work (SOW) #1** is hereby amended (see new document enclosed).

5. **Attachment D: New Volume Incentive Discount** is added to this agreement (see new document enclosed).

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives and shall be effective as of October 1, 2024.

LERCH BATES, INC.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: John Arther
John Arther (Jul 25, 2024 10:38 MDT)

Name: John Arther

ADRIAN FERREIRA

Title: CFO

Director - Facilities and Capital Programs

Date: Jul 25, 2024

Jul 23, 2024



LERCH BATES
ELEVATOR AUDIT, MAINTENANCE, MODERNIZATION AND CONSULTING SERVICES

NEW CONTRACT RATES
BEGINNING OCTOBER 1, 2024

UC-Omnia Audit Fees					UC-Omnia Audit Fees					10/1/2025 + 3%
Unit counts are total qty. of units per PO					Unit counts are total qty. of units per PO					10/1/2026 + 3%
FEE SCHEDULE	>10 Units	6-10 Units	2-5 Units	1 Unit	FEE SCHEDULE	>10 Units	6-10 Units	2-5 Units	1 Unit	10/1/2027 +3%
	Per Unit Fee	Per Unit Fee	Per Unit Fee			Per Unit Fee	Per Unit Fee	Per Unit Fee		10/1/2028 +3%
Gearless Traction					Gearless Traction					
<10 Stops	\$ 500	\$ 600	\$ 720	\$ 980	<10 Stops	\$ 530	\$ 636	\$ 763	\$ 1,039	
10-20 stops	\$ 525	\$ 630	\$ 756	\$ 980	10-20 stops	\$ 557	\$ 668	\$ 801	\$ 1,039	
20+ stops	\$ 550	\$ 660	\$ 792	\$ 980	20+ stops	\$ 583	\$ 700	\$ 840	\$ 1,039	
Geared Traction					Geared Traction					
<10 Stops	\$ 475	\$ 570	\$ 684	\$ 950	<10 Stops	\$ 504	\$ 604	\$ 725	\$ 1,007	
10-20 stops	\$ 500	\$ 600	\$ 720	\$ 950	10-20 stops	\$ 530	\$ 636	\$ 763	\$ 1,007	
20+ stops	\$ 535	\$ 640	\$ 768	\$ 950	20+ stops	\$ 567	\$ 640	\$ 768	\$ 1,007	
Hydraulic					Hydraulic					
<4 Stops	\$ 425	\$ 510	\$ 612	\$ 925	<4 Stops	\$ 451	\$ 541	\$ 649	\$ 981	
>5 stops	\$ 450	\$ 540	\$ 648	\$ 925	>5 stops	\$ 477	\$ 572	\$ 687	\$ 981	
Escalators/Walks					Escalators/Walks					
Internal review	\$ 650	\$ 780	\$ 936	\$ 1,200	Internal review	\$ 689	\$ 827	\$ 992	\$ 1,272	
Specialty					Specialty					
ADA Lift	\$ 325	\$ 390	\$ 468	\$ 750	ADA Lift	\$ 345	\$ 413	\$ 496	\$ 795	
Dumbwaiter	\$ 325	\$ 390	\$ 468	\$ 750	Dumbwaiter	\$ 345	\$ 413	\$ 496	\$ 795	
Stage Lift	\$ 325	\$ 390	\$ 468	\$ 750	Stage Lift	\$ 345	\$ 413	\$ 496	\$ 795	



LERCH BATES
NEW AUDIT, MAINTENANCE, MODERNIZATION AND CONSULTING SERVICES

NEW CONTRACT RATES
BEGINNING OCTOBER 1, 2024

Original 2019 UC-Omnia Due Diligence Fees Unit counts are total qty. of units per PO					2024 thru 9/25 UC-Due Diligence Fees Unit counts are total qty. of units per PO					INCREASE
FEE SCHEDULE	>10 Units	6-10 Units	2-5 Units	1 Unit	FEE SCHEDULE	>10 Units	6-10 Units	2-5 Units	1 Unit	
	Per Unit Fee	Per Unit Fee	Per Unit Fee			Per Unit Fee	Per Unit Fee	Per Unit Fee		
Gearless Traction					Gearless Traction					
<10 Stops	\$ 500	\$ 600	\$ 720	\$ 980	<10 Stops	\$ 530	\$ 636	\$ 763	\$ 1,039	2026 + 3%
10-20 stops	\$ 525	\$ 630	\$ 756	\$ 980	10-20 stops	\$ 557	\$ 668	\$ 801	\$ 1,039	2027 + 3%
20+ stops	\$ 550	\$ 660	\$ 792	\$ 980	20+ stops	\$ 583	\$ 700	\$ 840	\$ 1,039	2028 + 3%
Geared Traction					Geared Traction					
<10 Stops	\$ 475	\$ 570	\$ 684	\$ 950	<10 Stops	\$ 504	\$ 604	\$ 725	\$ 1,007	2029 + 3%
10-20 stops	\$ 500	\$ 600	\$ 720	\$ 950	10-20 stops	\$ 530	\$ 636	\$ 763	\$ 1,007	
20+ stops	\$ 535	\$ 640	\$ 768	\$ 950	20+ stops	\$ 567	\$ 681	\$ 817	\$ 1,007	
Hydraulic					Hydraulic					
<4 Stops	\$ 425	\$ 510	\$ 612	\$ 925	<4 Stops	\$ 451	\$ 541	\$ 649	\$ 981	
>5 stops	\$ 450	\$ 540	\$ 648	\$ 925	>5 stops	\$ 477	\$ 572	\$ 687	\$ 981	
Escalators/Walks					Escalators/Walks					
Internal review	\$ 650	\$ 780	\$ 936	\$ 1,200	Internal review	\$ 689	\$ 827	\$ 992	\$ 1,272	
Specialty					Specialty					
ADA Lift	\$ 325	\$ 390	\$ 468	\$ 750	ADA Lift	\$ 345	\$ 413	\$ 496	\$ 795	
Dumbwaiter	\$ 325	\$ 390	\$ 468	\$ 750	Dumbwaiter	\$ 345	\$ 413	\$ 496	\$ 795	
Stage Lift	\$ 325	\$ 390	\$ 468	\$ 750	Stage Lift	\$ 345	\$ 413	\$ 496	\$ 795	



LERCH BATES
NEW AUDIT, MAINTENANCE, MODERNIZATION AND CONSULTING SERVICES

NEW CONTRACT RATES
BEGINNING OCTOBER 1, 2024

Original 2019					2024 thru 9/25				
UC-Omnia Modernization Fees					UC-Omnia Modernization Fees				
Unit counts are total qty. of units per PO					Unit counts are total qty. of units per PO				
FEE SCHEDULE	>10 Units	5-10 Units	2-5 Units	1 Unit	FEE SCHEDULE	>10 Units	6-10 Units	2-5 Units	1 Unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee			Per Unit Fee	Per Unit Fee	Per Unit Fee	
Gearless Traction	\$ 6,500	\$ 7,000	\$ 7,750	\$ 10,000	Geared Traction	\$ 6,250	\$ 6,750	\$ 7,250	\$ 9,800
Survey Report	\$ 1,430	\$ 1,540	\$ 1,705	\$ 2,200	Survey Report	\$ 1,375	\$ 1,485	\$ 1,595	\$ 2,156
Specifications	\$ 1,625	\$ 1,750	\$ 1,938	\$ 2,500	Specifications	\$ 1,563	\$ 1,688	\$ 1,813	\$ 2,450
Bidding Assistance	\$ 325	\$ 350	\$ 388	\$ 500	Bidding Assistance	\$ 313	\$ 338	\$ 363	\$ 490
Construction Admin	\$ 3,120	\$ 3,360	\$ 3,720	\$ 4,800	Construction Admin	\$ 3,000	\$ 3,240	\$ 3,480	\$ 4,704
Submittal Review					Submittal Review				
Progress/Final Reviews					Progress/Final Reviews				
Follow Up Reviews					Follow Up Reviews				

22.0%
25.0%
5.0%
48.0%

#####

FEE SCHEDULE	>10 Units	6-10 Units	2-5 Units	1 unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
Hydraulic Elevator	\$ 5,000	\$ 5,800	\$ 6,750	\$ 9,000
Survey Report	\$ 1,100	\$ 1,276	\$ 1,485	\$ 1,980
Specifications	\$ 1,250	\$ 1,450	\$ 1,688	\$ 2,250
Bidding Assistance	\$ 250	\$ 290	\$ 338	\$ 450
Construction Admin	\$ 2,400	\$ 2,784	\$ 3,240	\$ 4,320
Submittal Review				
Progress/Final Reviews				
Follow Up Reviews				

FEE SCHEDULE	>10 Units	6-10 Units	2-5Units	1 Unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
Escalator	\$ 4,250	\$ 4,750	\$ 5,250	\$ 7,500
Survey Report	\$ 935	\$ 1,045	\$ 1,155	\$ 1,650
Specifications	\$ 1,063	\$ 1,188	\$ 1,313	\$ 1,875
Bidding Assistance	\$ 213	\$ 238	\$ 263	\$ 375
Construction Admin	\$ 2,040	\$ 2,280	\$ 2,520	\$ 3,600
Submittal Review				
Progress/Final Reviews				
Follow Up Reviews				

FEE SCHEDULE	>10 Units	6-10 Units	2-5 Units	1 unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
Hydraulic Elevator	\$ 5,300	\$ 6,148	\$ 7,155	\$ 9,540
Survey Report	\$ 1,166	\$ 1,353	\$ 1,574	\$ 2,099
Specifications	\$ 1,325	\$ 1,537	\$ 1,789	\$ 2,385
Bidding Assistance	\$ 265	\$ 307	\$ 358	\$ 477
Construction Admin	\$ 2,544	\$ 2,951	\$ 3,434	\$ 4,579
Submittal Review				
Progress/Final Reviews				
Follow Up Reviews				

FEE SCHEDULE	>10 Units	6-10 Units	2-5Units	1 Unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
Escalator	\$ 4,505	\$ 5,035	\$ 5,565	\$ 7,950
Survey Report	\$ 991	\$ 1,108	\$ 1,224	\$ 1,749
Specifications	\$ 1,126	\$ 1,259	\$ 1,391	\$ 1,988
Bidding Assistance	\$ 225	\$ 252	\$ 278	\$ 398
Construction Admin	\$ 2,162	\$ 2,417	\$ 2,671	\$ 3,816
Submittal Review				
Progress/Final Reviews				
Follow Up Reviews				

FEE SCHEDULE	>10 Units	6-10 Units	1-5 Units	1 unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
**Specialty Units	\$ 3,000	\$ 3,500	\$ 4,250	\$ 6,500
Survey Report	\$ 660	\$ 770	\$ 935	\$ 1,430
Specifications	\$ 750	\$ 875	\$ 1,063	\$ 1,625
Bidding Assistance	\$ 150	\$ 175	\$ 213	\$ 325
Construction Admin	\$ 1,440	\$ 1,680	\$ 2,040	\$ 3,120
Submittal Review				
Progress/Final Reviews				
Follow Up Reviews				

FEE SCHEDULE	>10 Units	6-10 Units	1-5 Units	1 unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
** Specialty Units				
ADA Lift				
Dumbwaiter				
Stage Lift				

FEE SCHEDULE	>10 Units	6-10 Units	1-5 Units	1 unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
**Specialty Units	\$ 3,180	\$ 3,710	\$ 4,505	\$ 6,890
Survey Report	\$ 700	\$ 816	\$ 991	\$ 1,516
Specifications	\$ 795	\$ 928	\$ 1,126	\$ 1,723
Bidding Assistance	\$ 159	\$ 186	\$ 225	\$ 345
Construction Admin	\$ 1,526	\$ 1,781	\$ 2,162	\$ 3,307
Submittal Review				
Progress/Final Reviews				
Follow Up Reviews				

FEE SCHEDULE	>10 Units	6-10 Units	2-5Units	1 Unit
	Per Unit Fee	Per Unit Fee	Per Unit Fee	
** Specialty Units				
ADA Lift				
Dumbwaiter				
Stage Lift				



LERCH BATES
NEW AUDIT, MAINTENANCE, MODERNIZATION AND CONSULTING SERVICES

NEW CONTRACT RATES
BEGINNING OCTOBER 1, 2024

Original 2019 UC-Omnia New Design Fees					2024 thru 9/25 UC-Omnia New Design Fees				
					INCREASE				
					2026 + 3% 2028 +3%				
					2027 + 3% 2029 +3%				
FEE SCHEDULE	>10 Units Per Unit Fee	5-10 Units Per Unit Fee	1-5 Units Per Unit Fee	1 Unit	FEE SCHEDULE	>10 Units Per Unit Fee	5-10 Units Per Unit Fee	1-5 Units Per Unit Fee	1 Unit
All Elevators, Escalators & Specialty Units**	\$ 6,900.00	\$ 7,200.00	\$ 7,800.00	\$ 9,800.00	All Elevators, Escalators & Specialty Units**	\$ 7,314	\$ 7,632	\$ 8,268	\$ 10,388
Schematic Design	\$ 1,450	\$ 1,500	\$ 1,700.00	\$ 2,135.00	Schematic Design	\$ 1,537	\$ 1,590	\$ 1,802	\$ 2,263
Design Development	\$ 1,350	\$ 1,450	\$ 1,600.00	\$ 2,010.00	Design Development	\$ 1,431	\$ 1,537	\$ 1,696	\$ 2,131
Construction Documents	\$ 1,300	\$ 1,350	\$ 1,500.00	\$ 1,890.00	Construction Documents	\$ 1,378	\$ 1,431	\$ 1,590	\$ 2,003
Bidding & Negotiation	\$ 400	\$ 400	\$ 400.00	\$ 500.00	Bidding & Negotiation	\$ 424	\$ 424	\$ 424	\$ 530
Construction Admin	\$ 2,400	\$ 2,500	\$ 2,600.00	\$ 3,265.00	Construction Admin	\$ 2,544	\$ 2,650	\$ 2,756	\$ 3,461
Submittal Review					Submittal Review				
Progress/Final Reviews					Progress/Final Reviews				
Follow Up Reviews					Follow Up Reviews				

** Specialty Units
ADA Lift
Dumbwaiter
Stage Lift



LERCH BATES
NEW AUDIT, MAINTENANCE, MODERNIZATION AND CONSULTING SERVICES

NEW CONTRACT RATES
BEGINNING OCTOBER 1, 2024

Original 2019						2024 thru 9/25					
Solutions™						Solutions™					
Unit counts are total qty. of units per PO						Unit counts are total qty. of units per PO					
FEE SCHEDULE	1000-701 units	700-401 units	400-201 units	200-100 units	<75 units	FEE SCHEDULE	1000-701 units	700-401 units	400-201 units	200-100 units	<75 units
Maintenance Specification	\$ 37,500.00	\$ 27,750.00	\$ 18,000.00	\$ 11,500.00	\$ 8,250.00	Maintenance Specification	\$ 39,750.00	\$ 29,415.00	\$ 19,080.00	\$ 12,190.00	\$ 8,745.00
	Monthly/Unit	Monthly/Unit	Monthly/Unit	Monthly/Unit	Monthly/Unit		Monthly/Unit	Monthly/Unit	Monthly/Unit	Monthly/Unit	Monthly/Unit
SOLUTIONS™ Services	\$ 50.00	\$ 55.00	\$ 60.00	\$ 65.00	\$ 70.00	SOLUTIONS™ Services	\$ 53.00	\$ 58.30	\$ 63.60	\$ 68.90	\$ 74.20
Contractor Oversight						Contractor Oversight					
Invoice Review / Reports						Invoice Review / Reports					
Proposal Review / Reports						Proposal Review / Reports					
KPI Analysis / Reports						KPI Analysis / Reports					

INCREASE

2026 + 3% 2028 +3%

2027 + 3% 2029 +3%

ATTACHMENT C TO PURCHASING AGREEMENT #2019.001568

Lerch Bates Services

This Statement of Work # 1 ("SOW") is issued pursuant to Purchasing Agreement #2019.001568 dated October 1, 2019 between UC and Supplier ("Agreement").

1. Title and Description of the Scope of ~~Goods and/or~~ Services

[Buyer: Provide an overview and background of Goods and/or Services to be provided.]

Services: Consultancy and Design

Vertical Transportation Equipment Audit & Report

Vertical Transportation Building Acquisition & Report

Vertical Transportation Maintenance Specifications
Bidding Assistance

Vertical Transportation SOLUTIONS®

Maintenance Contractor Oversight

Invoice – Proposal Review

Key Performance Indicator (KPI) monitoring, analysis and reporting

Vertical Transportation Equipment Modernization

Survey – Report

Construction Documents -Specifications

Bidding Assistance

Construction Administration

Submittal review

Progress Review(s)

Final Review(s)

Follow-up Review(s)

Vertical Transportation New Building Design

Concept Design

Schematic Design

Design Development

Construction Documents -Specifications

Bidding Assistance

Construction Administration

Submittal review

Progress Review(s)

Final Review(s)

Follow-up Review(s)

2. Term of SOW

This SOW will begin on _____, 20_ (“Effective Date”) and continue through September 30, 2029. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	VT Audit	Onsite review, evaluation and assessment of the critical components included in the vertical transportation system for each elevator-escalator-dumbwaiter – ADA lift	Create an Audit report that documents: individual unit performance, component conditions, code violations, deficiency lists and supporting photographs	
2	VT Building Acquisition	Onsite review, evaluation and assessment of the overall components included in the vertical transportation system for each elevator-escalator-dumbwaiter & ADA lift with a focus on New Owner requirements should the building be purchased.	Create an Acquisition report that documents: general performance, component conditions, code violations and supporting photographs	

3	VT Maintenance Specifications	<p>As a result of a discovery period and detailed discussions with the owner/purchaser – develop a customized approach and standards that satisfies the facility needs and holds the elevator maintenance contractor accountable for successful implementation and ongoing performance of the contractual requirements</p>	<p>Create Maintenance Specification Document:</p> <p>1. Specifications will be prescriptive and performance based to assure contractor compliance with regards to: Required PM tasks and intervals VT performance standards Mean time between callbacks Unit availability Call backs per unit/ per year Prescribed hours of PM’s per unit</p> <p>2. Bidding Assistance Conduct a pre-bid jobsite walk-through and review conference with Elevator Contractors. Assist in Evaluateing bids Review any exceptions and/or clarifications with the Elevator Contractors. Submit written recommendations.</p>	
4	VT SOLUTIONS™	<p>Provide Elevator Contractor oversight including KPI monitoring, invoice / proposal review. Formulate criteria for KPI compliance, review all invoices to assure contract compliance; re:- obsolescence, repair, preventitive maintenance, overtime callbacks</p>	<p>Produce and distribute monthly report:</p> <p>KPI reports indicating the overall health of the VT equipment on a per unit basis</p> <p>Invoice / proposal review report indicating all invoices analyzed, invoices rejected, including financial impact</p> <p>Information from initial audit regarding useful/reliable equipment life expectancy creates critical capital planning report in a format that includes: Immediate need- 1-3 yrs. , 3-5 yrs., 5-7 yrs., 7-10 yrs.</p>	

5	VT Modernization	<p>Detailed onsite review of individual VT components Review includes analysis regarding individual component requirements: Replace, retain, refurbish Document all associated code required work: elevator, electrical, fire life-safety, structural, general</p>	<p>Create Modernization Construction Specifications:</p> <ol style="list-style-type: none"> 1. Specifications will be prescriptive and performance based. All components will be addressed as to the required scope of work for each. 2. Bidding Assistance Conduct a pre-bid jobsite walk-through and review conference with Elevator Contractors. Assist in Evaluating bids Review any exceptions and/or clarifications with the Elevator Contractors. Submit written recommendations. 3. Construction Administration services Submittal review, Progress reviews, Final reviews, Follow up reviews – Project oversight 	
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6	<p>VT New Building Design</p>	<p>Consult with the Architect and/or Owner, and Design Team members to discuss the project concept and program, Evaluate unique requirements of the project, the anticipated occupancy, and their influence on the vertical transportation systems are identified at this time.</p> <p>Establish the appropriate analysis design criteria for VT systems based on project program requirements. Utilize the established design criteria and projected populations to conduct a vertical transportation equipment analysis. Select and recommend the most-viable alternatives based on an option study/feasibility analysis.</p> <p>Prepare detailed, performance-based equipment specifications.</p> <p>Prepare Scaled equipment drawings using electronic backgrounds provided by the Architect via Lerch Bates standard drawing files in requested version of AutoCAD or Revit.</p>	<p>Written report based upon the analysis results. Report will include:</p> <ul style="list-style-type: none"> Summary of the project program. Definition of terms. Summary of criteria to obtain appropriate levels of service. Results of the analysis calculations. Recommended solution and/or viable alternatives. Opinion of probable equipment costs. <p>Specification will include:</p> <ul style="list-style-type: none"> Specific performance criteria relating to quality of equipment, performance times, ride quality, noise and vibration, and average waiting time. Established level of quality. Compliance with accessibility standards. Compliance with prevailing Codes directly related to the equipment application selected. <p>Drawings will include:</p> <ul style="list-style-type: none"> Integration of Project Standards.. Hoistway Plans: width, depth, overhead and pit dimensions. Machine Room Plans: Layout of standard machine/control rooms. Escalators: Establish pit space, payout and space needed for escalator. 	
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		<p>Provide assistance in bidding and negotiations with OEM Contractors.</p> <p>Provide onsite Construction Administration services to insure the to verify installation and performance of the equipment is in accordance with the Construction Documents and the approved submittals.</p>	<p>Spreadsheet comparing bids.</p> <p>Written recommendations. Attend or conduct bid review meetings.</p> <p>Interim Written report including: Field observations. Items not in conformance. Equipment not on the jobsite which could affect the completion schedule. Percentage of equipment delivered, stored, or installed. Percentage of overall completion.</p> <p>Final written report including:</p> <p>Verification or deficiencies based upon the expectation that the equipment is operating in accordance with specified performance criteria and all details of the Construction documents.</p>	
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4. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Bryan Wheeler - Vice President Market Development
Phone	425.403.5573
Email	Bryan.wheeler@lerchbates.com
Address	

Subcontractors authorized to provide Goods and/or Services under this SOW **[Buyer: Names should be listed only if Agreement permits use of subcontractors]**:

Name of Subcontractor	Goods and/or Services the Subcontractor will provide
None	None

Supplier's Account Management Team is:

Name	Bryan Wheeler – Vice President Market Development
Phone	425.403.5573
Email	Bryan.wheeler@lerchbates.com
Address	
Name	Ken Dietz – Area Vice President
Phone	702-755-2316
Email	Ken.dietz@lerchbates.com
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	

5. Reporting Requirements

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

6. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Request for reports	-within 5 business days
Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels.

7. Pricing, Invoicing Method, and Settlement Method and Terms

[Buyer: Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

- a) "Fixed Price Services" to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
- b) "Time and Materials Services" to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
- c) The rates applicable to each person who will render Time and Materials Services are as follows:

Name and Title of Person Rendering Services	Rate per Hour/Day	Estimated No. of Days	Extended Cost of Fees	UC MRC
Estimated Maximum Expenses (if any):			n/a	
Estimated Maximum Cost:				

8. Program Requirements

Reporting. **Report Samples provided as attachments/exhibits:**

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

9. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

10. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

11. Additional Terms

[Buyer: If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows: (Insert terms)]

Insurance Requirements **[Buyer: insert terms, if needed or different from basic levels in T&Cs]**

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

ATTACHMENT D

NEW UC-LERCH BATES VOLUME INCENTIVE DISCOUNT PROGRAM

Lerch Bates is excited to continue our partnership with UC and in appreciation of our expanding relationship, we would like to offer UC the following volume discounting to our national contract pricing beginning on October 1, 2024 through September 30, 2029.

When the total annual spend under this agreement reaches the following tier levels, Lerch Bates will extend the corresponding associated discount as follows:

<u>Annual UC-Lerch Bates Agreement Spend Tier</u>	<u>Discount %</u>	<u>Total Annualized Value</u>
>\$500,000 to \$1,000,000 USD	.5%	\$ 2,500
>\$1,000,000 to \$2,500,000 USD	1%	\$ 15,000
>\$2,500,000 to \$5,000,000 USD	2%	\$ 50,000
>\$5,000,000 to \$10,000,000 USD (and above)	3%	\$150,000 (and above)